



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit, compensation for damage or loss under the Act, regulations or tenancy agreement, and retention of the tenants' pet and security deposits. The landlord was also requesting recovery of the filing fee. Both parties appeared at the hearing and had an opportunity to be heard and respond to the other party's submissions.

I heard testimony that the landlord served the landlord's evidence upon the tenants for a landlord's application previously dismissed with leave (file no. 240148). The tenants acknowledge having received the evidence with for the previous application made by the landlord. Having been satisfied the tenants have had an opportunity to review the evidence and would not be prejudiced by my acceptance of the evidence, I accepted the landlord's evidence for this hearing.

### Issue(s) to be Decided

1. Whether the landlord is entitled to compensation for damages to the rental unit and loss of rent, and if so, the amount of compensation.
2. Mutually agreeable terms to resolve this matter.
3. Award of the filing fee.

### Background and Evidence

Upon hearing undisputed testimony from both parties, I make the following findings.

The tenancy commenced February 1, 2008. The tenants had paid a security deposit and a pet deposit of \$500.00 each in January 2008. The rent was \$1,000.00 per month. The tenancy ended on August 31, 2008 by way of a mutual agreement. The tenant and landlord conducted move-in and move-out inspections together and inspection reports were prepared by the landlord. After the tenant signed the move-out inspection report the landlord made additional notations and comments with respect to the condition of the carpet. The landlord provided a copy of the inspection report to the tenants when the landlord made application for dispute resolution under file no. 240148.

The landlord was seeking compensation of \$948.15 for extensive cleaning of the carpet in the rental unit. Extensive cleaning was required due to the tenants' dogs urinating on the carpets. Although the landlord detected the odour when the move-out inspection was done, the tenants were supposed to continue cleaning the carpet and it was not until a couple of days later the landlord determined that the strong urine odour was still a problem. The landlord proceeded to get an estimate for further cleaning and carpet replacement. The landlord opted to clean the carpet as it was the least expensive option. The carpet cleaner spent three days cleaning the carpets. The landlord was not able to re-rent the unit for September 2008 and the landlord was claiming loss of rent for the month of September 2008.

The tenants acknowledged that the dogs urinated in the living room, hallway and a small portion of the carpet in the kitchen and that a urine odour was noticeable. The tenants were of the position that the carpet cleaning expense was excessive and the carpets could have been replaced for less money. The tenants also cited lack of communication by the landlord as the tenants were trying to rectify the matter without having to go to dispute resolution.

A mutual agreement was facilitated and reached between the parties during the hearing. The landlord was willing to settle the matter of the carpet cleaning and loss of rental income for the amount of the tenants' security deposit, pet deposit and accrued interest. The tenants accepted the landlord's offer to settle the matter.

### Analysis

I have confirmed that the landlord made an application, under file no. 240148, to retain the tenants' pet deposit and security deposit within 15 days of the tenancy ending; therefore, the landlord complied with the requirements of the Act with respect to handling the security deposit.

A landlord has 15 days to provide a tenant with a copy of the move-out inspection report; however, I do not have sufficient information to determine whether the landlord complied with that requirement of the Residential Tenancy Regulation. I also find it an unconscionable act for a person to amend or alter a document after it has been signed by another party as was done with the move-out inspection report. However, these instances of non-compliance, or potential non-compliance, do not have a significant impact on the outcome of this matter as it is not in dispute that the tenants' dogs urinated on the carpets and a urine odour remained.

Upon consideration of all the evidence and testimony before me, I accept the mutual agreement reached between the parties during the hearing as just and I make it a binding order upon both parties. I record the settlement reached between the parties as follows:

1. The landlord will settle all his claims against the tenants with respect to this tenancy for an amount that equals the sum of the tenants' pet deposit, security deposit and accrued interest.

2. The tenants authorize the landlord to retain the tenants' pet deposit, security deposit and accrued interest in satisfaction of the damage caused to the rental unit and the landlord's loss of rental income.

This matter has been resolved and I do not make any award for the filing fee.

### Conclusion

The parties reached a mutual agreement to settle the landlord's claim for a Monetary Order for an amount equal to the sum of the tenants' pet deposit, security deposit and accrued interest. The tenants authorized the landlord to retain the tenant's pet deposit, security deposit and accrued interest in satisfaction of the amounts claimed by the landlord.

January 21, 2009

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Date of Decision

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Dispute Resolution Officer